

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7107767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LASTPASS US LP	12/31/2021
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10783238
Patent Number:	10805284
Patent Number:	10742645
Patent Number:	10742648
Patent Number:	11025618
Patent Number:	9596223
Patent Number:	10333914
Application Number:	17029008
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1569719 PAT
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/

PATENT

DATE SIGNED:	01/06/2022
Total Attachments: 5 source=LogMeIn - 2021 Joinder - 1L Patent Security Agreement - LastPass US LP - Filing#page2.tif source=LogMeIn - 2021 Joinder - 1L Patent Security Agreement - LastPass US LP - Filing#page3.tif source=LogMeIn - 2021 Joinder - 1L Patent Security Agreement - LastPass US LP - Filing#page4.tif source=LogMeIn - 2021 Joinder - 1L Patent Security Agreement - LastPass US LP - Filing#page5.tif source=LogMeIn - 2021 Joinder - 1L Patent Security Agreement - LastPass US LP - Filing#page6.tif	

FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of December 31, 2021, (this “**Agreement**”) is made by **LASTPASS US LP**, a Delaware limited partnership (“**Grantor**”), in favor of **BARCLAYS BANK PLC**, as the collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “**Collateral Agent**”). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of August 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and all rights corresponding thereto;
- (ii) the right to sue or otherwise recover for any past, present and future infringement or other violation or impairment of any of the foregoing; and
- (iii) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES

WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PATENT COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR PATENT COLLATERAL.

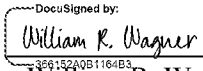
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LASTPASS US LP

By: LastPass US GP, LLC, its General Partner

By: 
Name: William R. Wagner
Title: President

Accepted and Agreed:

BARCLAYS BANK PLC,
as the Collateral Agent



By: _____

Name: George Lee

Title: Managing Director

**SCHEDULE A TO
GRANT OF PATENT SECURITY AGREEMENT**

U.S. Patents and Patent Applications

Owner	Title	App No. App Date	Publication No. Publication Date	Patent No. Patent Date
LastPass US LP	Automating Password Change Management	15/637391 6/29/2017	2018-0004935 1/4/2018	10,783,238 9/22/2020
LastPass US LP	(continuation) Automating password change management	17/029008 9/22/2020	N/A	N/A
LastPass US LP	Federated Login for Password Vault	16/033604 7/12/2018	2019-0020646 1/17/2019	10,805,284 10/13/2020
LastPass US LP	Proximity detection for mobile device access to protected resources	15/618616 6/9/2017	—	10,742,645 8/11/2020
LastPass US LP	Mobile device access to a protected machine	15/618544 6/9/2017	—	10,742,648 8/11/2020
LastPass US LP	Mobile Device Access to a Protected Account Associated with a Website	15/618569 6/9/2017	—	11,025,618 6/1/2021
LastPass US LP	Cross-Site, TOTP-Based Two-Factor Authentication	15/151215 5/10/2016	—	9596223 3/14/2017
LastPass US LP	Cross-Site, TOTP-Based Two-Factor Authentication	15/456766 3/13/2017	—	10333914 6/25/2019